

**REMARKS**

In the Office Action of November 3, 2006, the Examiner rejected claims 1-6 and 8-39. In the present Amendment, claims 1, 11, 13, 27, 28, 34, and 38 have been amended and claim 8-10 and 39 have been cancelled. Allowance of all pending claims is respectfully requested in view of the following remarks. No new subject matter is being added by this response.

Claim Objection

Claim 39 has been cancelled, thereby rendering objection of claim 39 moot.

Claim Rejections

Claim 39

Claim 39 has been cancelled, thereby rendering the rejection of claim 39 moot.

Claims 1, 3-6, 8-13, and 15-33

Claims 1, 3-6, 8-13, and 15-33 stand rejected under 35 U.S.C. §103(a) as being unpatentable over PCT Publication WO 02/096032 to Grego (“Grego”) in view of U.S. Patent No. 6,892,052 to Kotola (“Kotola”) and U.S. Patent Publication No. 2003/0007473 to Strong (“Strong”). Claims 8-10 have been cancelled, thereby rendering the rejection of claims 8-10 moot.

Claim 1, as amended, recites, in part “wherein the at least one RFID antenna includes two or more RFID antennas coupled to the RFID transceiver via an antenna switch configured to connect the RFID transceiver with the two or more RFID antennas, the two or more RFID antennas including at least one first RFID antenna located remotely from the access point and coupled to the to the access point by a coaxial cable.” Similar elements were previously recited in cancelled claims 8-10

This limitation is not disclosed or suggested by Grego, Kotola and/or Strong. Grego only discloses a mobile unit that can communicate over a bluetooth channel if the main communication channel is busy. Kotola discloses, at most, that an access point can interrogate a RFID tag to get certain data. Strong merely discloses multiple access points with more than one antenna. However, the cited references, either alone or in combination, do not disclose or suggest the combination of limitations of claim 1. Particularly, Strong fails to disclose remotely located RFID antennas coupled to the access point with coaxial cables. Thus, claim 1 is in condition for allowance.

Claims 3-6, 11 and 12 depend from allowable claim 1. For at least this reason, claims 3-6, 11 and 12 are in condition for allowance.

Independent claim 13 and claim 28, as amended, each recite, in part, “the mobile unit wireless transceiver is configured to send data to a first access point and the mobile RFID transceiver is configured to send data to a second access point.” This limitation is not disclosed by Grego, Kotola, and/or Strong, either alone or in combination. On page 6 of the Office Action, the Examiner suggests that this limitation would be obvious “in view of Strong disclosing multiple access points with overlap for locating and WLAN communication coverage.” However, this statement fails to explain why this particular limitation would be obvious. At best, Strong merely discloses multiple access points. Strong does not suggest that the mobile unit wireless transceiver is configured to send data to a first access point and that the mobile RFID transceiver is configured to send data to a second access point. At best, the proposed combination with Strong would still result in the mobile unit utilizing the wireless transceiver and/or the RFID transceiver to send data to the same, nearest access point. Accordingly, it is respectfully submitted that claims 13 and 28 are in condition for allowance. Claims 15-27 depend from claim 13. For at least this reason, claims 15-27 are in condition for allowance. Claims 29-33 depend from claim 28. For at least this reason, claims 29-33 are in condition for allowance.

Additionally, claims 20 and 21 recite further features that distinguish over the cited prior art. Claim 20 recites “each of the two or more RFID antennas are coupled to the access point by a coaxial cable,” and claim 21 recites “the RFID antennas are located remotely from the access point.” Although Strong is cited as disclosing multiple access point and multiple antennas, Strong does not disclose or suggest two or more RFID antennas coupled to the access point by a coaxial cable and/or remotely located RFID antennas.

Moreover, claim 27 recites additional features that distinguish over the cited prior art. Claim 27 recites “a second access point having a second RFID transceiver coupled to one or more RFID antennas and a second wireless transceiver, the second wireless transceiver outside of the range of the mobile unit wireless transceiver and at least one of the one or more RFID antennas within the range of the mobile unit RFID antenna.” Although Strong is cited as disclosing multiple access point and multiple antennas, Strong does not disclose or suggest that the second wireless transceiver is outside of the range of the mobile unit wireless transceiver and

at least one of the one or more RFID antennas is within the range of the mobile unit RFID antenna

Claims 2 and 14

Claims 2 and 14 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Grego in view of Kotola and further in view of U.S. Patent Publication No. 20040236967 to Korcharz ("Korcharz").

Claim 2 depends from claim 1, and claim 14 depends from claim 13. Korcharz fails to cure the deficiency in the rejections of claims 1 and 13. Accordingly, claims 2 and 14 distinguish over the cited prior art at least for the reasons discussed above.

Claims 34-38

Claims 34-38 stand rejected as being unpatentable over Grego in view of Kotola and additionally in view of U.S. Patent Publication No. 2004/0039817 to Lee ("Lee"). Claim 37 has been cancelled, thereby rendering the rejection of claim 37 moot.

Claim 34 has been amended with the elements of claim 37, and recites, in part, "transferring data via a mobile unit wireless transceiver if the wireless transceiver of the access point is available and the data to be transferred is not one of a set of predetermined transmissions that are always directed to the RFID antenna of the access port, the predetermined set of transmissions including slow data rate updates, configurations, status, and device monitoring." Independent claim 38 recites similar features. Grego, Kotola, and/or Lee, alone or in combination, fail to disclose or suggest these elements. Kotola merely discloses transferring tag identification to the RFID antenna, but Kotola fails to disclose transferring slow data rate updates, configurations, status, and device monitoring, as recited in claim 34.

For at least this reason, claims 34 and 38 are in condition for allowance. Claims 35 and 36 depend on claim 34 and are at least allowable for that reason.

New Claims

New claim 40 recites "the at least one first RFID antenna is positioned outside of a range of the at least one wireless antenna of the wireless transceiver." Support for this amendment can be found, for example, in paragraph [0039]. The cited prior art fails to disclose or suggest these elements.

New claim 41 recites "the predesignated data includes at least one of slow data rate updates, configurations, status, device monitoring, and data management." Support for this

amendment can be found, for example, in paragraph [0040]. The cited prior art fails to disclose or suggest these elements.

Conclusion

For the foregoing reasons, the present application is believed to be in condition for allowance and favorable action is respectfully requested. The Examiner is invited to telephone the undersigned at the telephone number listed below if it would in any way advance prosecution of this case.

While no other fees are believed due, the applicant hereby requests that any other required fee to maintain pendency of this case, except for the Issue Fee, be charged to Deposit Account 50-2091.

Respectfully submitted,  
INGRASSIA FISHER & LORENZ

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